

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

ANGELA SHARPLESS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

KI MOBILITY LLC,

Defendant.

ORDER

21-cv-816-jdp

This is a class and collective action in which plaintiff Angela Sharpless contends that defendant KI Mobility LLC violated the Fair Labor Standards Act (FLSA) and Wisconsin wage law. The court previously preliminarily approved the parties' settlement agreement, Dkt. 24, and amendment to the settlement agreement, Dkt. 45. Having reviewed the parties' Joint Motion for Final Approval of Collective and Class Action Settlement, Dkt. 48; plaintiff's Unopposed Motion for Approval of Enhancement Payment, Dkt. 49; plaintiff's Unopposed Motion for Approval of Attorneys' Fees and Costs, Dkt. 50; and the declarations filed in support of these motions, and having held a fairness hearing regarding the same on September 28, 2023,

IT IS ORDERED that:

1. The parties' Settlement Agreement, as amended, Dkts. 17-1 and 42-1, is APPROVED as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e), and represents a fair and reasonable resolution of a bona fide dispute under the Fair Labor Standard Act of 1938, as amended (FLSA).
2. The settlement agreement is binding on plaintiff, defendant, and all collective and class members.
3. Plaintiff's Unopposed Motion for Approval of Enhancement Payment is GRANTED, and plaintiff's enhancement payment of \$2,500.00 is APPROVED.

4. Plaintiff's Unopposed Motion for Approval of Attorneys' Fees and Costs is GRANTED, and the court approves an award of attorneys' fees and costs in the total amount of \$43,102.18.
5. Payments to plaintiff, her counsel, and all members of the FLSA collective and Rule 23 class are hereby authorized in accordance with the parties' settlement agreement.
6. The federal claims pursuant to the FLSA of all class members who did not consent to join the litigation are hereby DISMISSED without prejudice.
7. The federal claims pursuant to the FLSA and state law claims pursuant to Wisconsin's Wage Payment and Collective Laws of the class members who properly and timely excluded themselves in accordance with the procedures in the settlement agreement are DISMISSED without prejudice.
8. This matter is DISMISSED on the merits, without prejudice, and without further costs to either party. Upon satisfaction of the terms of the settlement agreement, defendant may move for dismissal with prejudice.
9. The clerk of court is directed to enter judgment in accordance with this order and close this case.

Entered September 29, 2023.

BY THE COURT:

/s/

JAMES D. PETERSON
District Judge